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AGREEMENT  
BETWEEN  
BRIELLE EDUCATION ASSOCIATION  
AND  
BOARD OF EDUCATION, BOROUGH OF BRIELLE  
MONMOUTH COUNTY, NEW JERSEY

1973- 75

PREAMBLE

This Agreement entered into this sixth day of November, 1973, by and between the Board of Education of the Borough of Brielle, New Jersey, hereinafter called the "Board", and the Brielle Education Association, hereinafter called the "Association".

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## ARTICLE 1

### RECOGNITION

The Board hereby recognizes the Association the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified non-supervisory personnel whether under contract, on leave, on a per-diem basis, employed or to be employed by the Board as follows:

Classroom Teachers	Librarians
Music Teachers	Social Workers
Art Teachers	Reading Teachers
Speech Therapists	Home Instruction Teachers
Learning Disability Specialists	Other certificated professional
Physical Education Teachers	non-supervisory personnel
Nurses	that may be added to the
Guidance Counselors	staff at a later date

Unless otherwise indicated, the term "teacher", when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. 1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of Chapter 303, Public Laws of 1968.
- 2. The Association shall submit its total contract proposals to the Administrative Principal and the Board by October 15 of the calendar year preceding the calendar year in which this Agreement expires and such submission of proposals shall constitute the opening of formal negotiations.
- 3. The Board reserves the right to present a total proposal of its own as well as counter-proposals to those presented by the Association. Such proposals shall be presented to the Association in writing, within twenty (20) days of receipt of the Association's total proposal.
- B. Upon request by the Association President, the Board agrees to make known to the President when and where information is available that the Board is required by law to release.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined under Recognition of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations.
- F. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### DEFINITION

A "Grievance" is a claim based upon an event or condition which affects the welfare and/or conditions and terms of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to:

- (1) Any matter for which a method of review is prescribed by law, or any rule or regulation of the State Commissioner of Education.
- (2) Any matter, according to law, which is exclusively within the discretion of the Board.
- (3) A complaint of a non-tenure teacher which arises by reason of his not being re-employed.
- (4) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

#### PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the "grievance" which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

#### PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expediate the process. The time limits may however, be extended by mutual agreement.

## GRIEVANCE PROCEDURE (cont'd)

An aggrieved employee shall institute action under the provisions hereof within twenty (20) school days of the occurrence complained of. Failure to act within said twenty (20) day period shall be deemed to constitute an abandonment of the grievance.

### LEVEL I

The teacher with a grievance shall first discuss with his principal with the objective of resolving the matter informally.

### LEVEL II

If, as a result of the discussion at Level I, the grievance is not resolved to the satisfaction of the teacher within five (5) school days, present his grievance to the Association's Committee on Professional Rights and Responsibilities, which may advise and informally seek a solution.

### LEVEL III

The teacher may appeal unsatisfactory action of the PR&R Committee to a joint committee of the PR&R and the Board of Education's negotiating committee and the Administrative Principal. The appeal shall be made within three (3) school days after his presentation to the PR&R Committee.

### LEVEL IV

If the aggrieved person is not satisfied with the disposition of this grievance at Level III, he shall, within (3) school days after presentation of his grievance to the joint committee, present his grievance formally to the Board of Education.

### LEVEL V

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level IV, he may request in writing that the Chairman of the PR&R Committee submit his grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.



## ARTICLE V

### TEACHING HOURS AND TEACHING LOADS

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.

2. No teacher shall be required to report for duty earlier than 8:25 A.M. Teachers shall be permitted to leave the school at 3:30 P.M. On Fridays or on days preceding holidays or vacations, the teachers' day may end at the close of the pupil's day. If for some reason a teacher wishes to leave earlier than 3:30 P.M., it should be cleared through the administrator's office.

3. Classroom teachers shall, in addition to their lunch period, have preparation time when specialists are teaching the class in their particular field. They shall not be assigned to any other duties, except in case of emergency.

4. Other members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers.

Teacher participation in field trips which extend beyond a teacher's in-school workday, and overnight or weekend trips, shall be voluntary.

Teacher participation in extra-curricular activities designated in Schedule C, shall be voluntary and shall be compensated as set forth in Schedule C.

## ARTICLE VI

### NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible, be utilized to this end. Therefore, the Board agrees to minimize, whenever possible, non-teaching duties.
- B. The Board shall arrange for and maintain appropriate insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act arising out of the authorized use of his own automobile in the performance of school duties.
- C. Teachers shall not be required to perform lunchroom or playground duty. A designated teacher shall be in the building and available in case of emergency. A schedule will be set up in accordance with this responsibility by the Administrative Principal.

## ARTICLE VII

### SCHOOL CALENDAR

The school calendar covered by this Agreement for the following school year, shall be as set forth in Schedule D. There shall be no deviation or change in the school calendar except by mutual agreement of the Board and the Association.

## ARTICLE VIII

### SALARIES

The salaries of all teachers covered by this Agreement are set forth in Schedule A and Schedule B which is attached hereto and made a part hereof.

1. All teachers shall be paid in equal semi-monthly installments.
2. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final day in June.
3. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
4. Teachers shall receive their final checks on the last working day in June.
5. The granting of any salary increment and/or adjustment as set forth in the Salary Schedule shall not be deemed to be automatic. Such salary increment and/or adjustment may, at the discretion of the Board be withheld for insufficiency or other good cause subject to the guidelines established by the Commissioner of Education.

## ARTICLE IX

### SPECIALISTS

The Board and the Association recognizes the fact that an adequate number of competent and certificated specialists is essential to the operation of an effective educational program. Accordingly, by the beginning of the 1971-72 school year, there shall be no less than the listed categories:

#### Full Time

- 1 Librarian
- 1 Art Teacher
- 1 Learning Disability Specialist
- 2 Music Teachers
- 2 Physical Education Teachers
- 1 Nurse
- 1 Remedial Reading Teacher

#### Part Time

- 1 Speech Therapist
- 1 School Psychologist

If the above personnel cannot be obtained or changes are necessary, the Association shall be advised and discussion shall ensue.

## ARTICLE X

### TEACHER ASSIGNMENT

1. All teachers shall be given written notice of their class and/or subject assignments and room assignments for the forthcoming year not later than May 1.
2. In the event that changes in such scheduled class and/or subject assignments or room assignments are proposed after May 1, the teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the administrative principal or his representative and the teacher affected. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein.

## ARTICLE XI

### INVOLUNTARY REASSIGNMENTS

- A. No vacancy shall be filled by means of involuntary reassignment, if there is a qualified volunteer available to fill said position.
- B. Notice of involuntary reassignment shall be given to teachers as soon as practicable and except in cases of emergency not later than May 1.
- C. When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Brielle Elementary School District, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be reassigned.
- D. An involuntary reassignment shall be made only after a meeting between the teacher involved and the administrative principal at which time the teacher shall be notified of the reason thereof. In the event that a teacher objects to the reassignment at this meeting, upon the request of the teacher, the administrative principal shall meet again with the teacher. The teacher may at his option, have an Association representative present at such meeting.

## ARTICLE XII

### TEACHER EVALUATION

- A. The parties hereto recognize the desire and responsibility of the Board to employ the best professional personnel available and, through a program of guidance, develop that personnel and the educational program that each pupil in the Brielle School District be given the best opportunity modern educational practice can offer. To that end the Evaluative Guide hereafter set forth is intended to stimulate good teaching through constructive analysis of each teacher's work, recognizing at all times that no teaching is either good or poor in the absolute sense.
- B. 1. Teachers shall be officially evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
2. A teacher shall have the right to see his evaluation reports, and shall have the right to copy of all reports, if he requests said copy. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signatures in no way indicates agreement with the contents thereof.
3. If derogatory reports or materials are to be retained for other than investigation, the teacher shall be shown the reports or letters, and given the opportunity to file a written answer to such material. This answer will be placed along with the derogatory material in the teachers file. If the material is not to be retained, it shall be burned by the administrator.
4. In the event that any new material of a derogatory nature is to be placed on file, the employee involved shall be notified prior to the insertion of said material and be given the opportunity to review such material. The employee's written comments, if any, relative to the derogatory material shall be made part of the file.
- C. There shall be a schedule of evaluations providing for at least two (2) observations per year for non-tenure teachers and at least one (1) a year for tenure teachers.
- D. Every yearly observation shall prompt a formal written evaluation and shall result in a conference. Each evaluation shall include:
- (1) Strengths of the teacher as evidenced during the period since the previous evaluation.
  - (2) Weaknesses of the teacher as evidenced during the period since the previous evaluation.
  - (3) Specific suggestions as to measure which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

## ARTICLE XIII

### SUBSTITUTES

- A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute. If a substitute is originally hired for a month or more to serve in the same position, he should be paid according to the salary schedule.

## ARTICLE XIV

### PROFESSIONAL DEVELOPMENT AND

#### EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.
- B. To work toward the ends stated above, the Board agrees to implement the following:
  - 1. To pay the full cost of reasonable expenses (including fees, meals, lodging, and transportation) incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.
  - 2. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.
- C. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of twelve cents (12¢) per mile for all driving done between arrival at the first location at the beginning of their workday, provided, however, that if the distance from the teacher's last location to his home is greater than the distance between the teacher's home and his base school, he shall be reimbursed for the difference at the rate of twelve cents (12¢) per mile. Said voucher shall be presented on the Friday prior to the Board meeting held the first Tuesday of each month.

## ARTICLE XV

### TEACHER ADMINISTRATION LIASION

The Association shall select a Liaison Committee which shall meet with the administrative principal at least twice a year for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of operational policies. Said committee shall consist of at least one (1) member each from Primary, Middle, and Upper grades, and one (1) Specialist.

## ARTICLE XVI

### SICK LEAVE

All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

Five additional non-accumulated sick leave days shall be granted during a school year, after all other previously accumulated sick leave days are used.

A doctor's certificate may be requested.

Any teacher who reaches retirement age after having served 20 years in the Brielle Elementary School shall be paid \$5.00 per accumulated unused sick day up to a maximum of 180 days upon retirement.



## ARTICLE XVII

### TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Three (3) days of leaves of absence for personal, legal, household, religious or family matters which require absence during school hours. Application to the teacher's administrative principal for personal leave shall be made at least ten (10) days before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. Such leave shall not be taken either immediately prior to or immediately following a holiday or vacation except in cases of emergency or other extenuating circumstances.
2. Teachers shall be provided opportunities to visit other schools and to attend meetings and conferences of an educational nature, relevant to Brielle School, for the development of increased competence beyond that which they may attain through the performance of their assigned duties. Teachers shall present a written or oral evaluation upon request by the administrative principal.
3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.
4. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other member of the immediate household.
5. Up to a total of five (5) days in a school year in the event of serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other member of the immediate household.
6. Time necessary for persons called into temporary active duty of any unit of the U. S. Reserve or the State National Guard, provided such obligations cannot be filled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE XVIII

### EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to one (1) teacher, who has attained tenure in the Brielle School System, shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in the activities of the Association or its affiliate.
- B. A leave of absence without pay for up to two (2) years, or tenure of scholarship, shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship. Teachers shall give notification of their desire for a leave of absence within ten (10) days of issuance of the Annual Teaching Contract.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction of initial enlistment.
- D. Maternity Leave. All pregnant teachers may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.

Pregnancy leave shall be granted subject to the following conditions:

- 1. A teacher shall notify the Administrative Principal of her pregnancy as soon as possible after medical confirmation, but in no event later than the end of the fourth month of pregnancy.
- 2. A request for pregnancy leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
- 3. Exact dates of the leave will be arranged, if possible, before the beginning of the semester.
- 4. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from pregnancy leave.

#### EXTENDED LEAVES OF ABSENCE (cont'd)

5. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth, or other related causes. However, the leave of absence granted a non-tenure teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
  6. Except as provided above, no teacher shall be barred from returning to duty after termination of the pregnancy solely on the ground that there has not been a time lapse between the birth and her desired date of return.
  7. No teacher shall be removed from her teaching duties during pregnancy and placed on pregnancy leave, except upon one of the following:
    - a. The Board has found that her teaching or sabbatical performance has noticeably declined.
    - b. The pregnant teacher is found to be medically unable to continue teaching or sabbatical leave by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the teacher. The opinion of the selected physician on medical capacity shall be final and binding.
  8. Any female tenure teacher adopting an infant child may receive similar which shall become effective upon her receiving defacto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
  9. Nothing herein shall abrogate a teacher's rights under Title 29, USCA with respect to Employment Policies Relating to Pregnancy and Childbirth.
- E. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the tenure teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- F. The Board shall grant a leave of absence without pay to any tenure teacher to serve in public office for one term.
- G. Other leaves of absence without pay may be granted by the Board for good reasons.

EXTENDED LEAVES OF ABSENCE (cont'd)

- H. 1. Upon return from leave granted pursuant to Section C of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided however, that time spent on said leave shall not count toward fulfillment of the time requirements for acquiring tenure.
- 2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced. If available, or if not, to a substantially equivalent position.
- I. All extensions or renewals of leaves shall be applied for and granted in writing.

## ARTICLE XIX

### SABBATICAL LEAVES

A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area or specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

1. Sabbatical leave shall be granted to one (1) teacher per year.
2. Requests for sabbatical leave must be received by the administrative principal in writing no later than November 1, and action must be taken on all such requests no later than June 1, of the school year preceding the school year for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) full school years of service in the Brielle School District.
4. A teacher on sabbatical leave for a full school year shall be paid by the Board at half-pay of the salary rate which he would have received if he had remained on active duty.
5. The teacher must sign a contract agreeing to return and to continue teaching in the system for at least a period of three (3) years after returning from leave. If a teacher fails to continue in service after such leaves of absence, the teacher shall repay to the Board a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the three (3) subsequent years of service bears to the full three (3) years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.

## ARTICLE XX

### INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection designated below:
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing September 1, and ending August 31. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include the following, if stated in the master policy:
    - a. Hospital room and board.
    - b. Outpatient benefits.
    - c. Laboratory fees, diagnostic expenses, and therapy treatments.
    - d. Maternity costs.
    - e. Surgical costs.
    - f. Major medical coverage.
    - g. Prescription drug costs.
    - h. Long term disability benefits.
- B. The Board shall provide to each new teacher a description of the health-care insurance coverage provided under this ARTICLE, which shall include a clear description of the conditions and limits of coverage as listed above. Each teacher shall receive a copy of revisions and coverage as soon as they occur.

ARTICLE XXI

DEDUCTIONS FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Brielle Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with NJSA 53:14-15.9e as amended and under rules established by the State Department of Education. Said monies together with records of any correction shall be transmitted to the treasurer of the Brielle Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

-----  
AUTHORIZATION  
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____	Social Security # _____
School _____	District _____
To: Disbursing Officer _____	Board of Education

I hereby request and authorize the disbursing officer of the above school district to deduct from my earnings until notified of termination, an amount required for current year members dues and such amounts as may be required for dues in each subsequent year, all as certified by the following affiliated and unified organizations, such amounts to be paid to such person as may from time to time be designated by the local association.

This authorization may be terminated only by prior written notice from me effective January 1 or July 1 of any year. Upon termination of employment the disbursing officer shall deduct any remaining amount due for the current school year. I waive all right and claim for monies so deducted and transmitted and relieve the Board of Education and its officers from any liability therefore.

Brielle Education Association	_____
Monmouth County Education Association	_____
New Jersey Education Association	_____
National Education Association	_____

Deductions from salary (cont'd)

2. The Briells Education Association shall certify to the Board in writing, the current rate of the NJEA UniServ Membership Dues. The Board shall be given written notice by the Association prior to the effective date of any change in the rate of its membership dues.
  3. Additional authorizations for dues deduction may be received after August 1, under rules established by the State Department of Education.
  4. The filing of notices of a teacher's withdrawal shall be prior to December 1, and become effective to halt deductions as of January 1, next succeeding the date on which notice of withdrawal is filed.
- B. The Association will provide the necessary check-off authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.



## ARTICLE XXII

### BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the citizens of the Borough of Brielle, Monmouth County, New Jersey, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey, and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.

## ARTICLE XXIII

### SEPARABILITY AND SAVINGS

- A. If any provisions of this agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1973 and shall remain in full force and effect through June 30, 1975. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first below written.

BRIELLE EDUCATION ASSOCIATION

BRIELLE BOARD OF EDUCATION

Walter Juchinger  
President

Thomas E. Lund  
President

Danella V. Norman  
Secretary

Marguerite C. Buckett  
Secretary

6 November, 1973  
Date

6 November 1973  
Date

# SCHEDULE A

## TEACHER SALARY SCHEDULE FOR 1973-74

Increments	Step	B.A.	B.A. Tenure	M.A.	M.A. Tenure
\$	1	\$ 8400.	\$	\$ 9400.	\$
400.	2	8800.		9800.	
400	3	9200.		10,200.	
400	4	9600.	10,000.	10,600.	11,000.
400	5	10,000.	10,400.	11,000.	11,400.
425	6	10,425.	10,825.	11,425.	11,825.
425	7	10,850.	11,250.	11,850.	12,250.
450	8	11,300.	11,700.	12,300.	12,700.
450	9	11,750.	12,150.	12,750.	13,150.
475.	10	12,225.	12,625.	13,225.	13,625.
475	11	12,700.	13,100.	13,700.	14,100.
500	12	13,200.	13,600.	14,200.	14,600.
500	13	13,700.	14,100.	14,700.	15,100.
750	14	14,450.	14,850.	15,450.	15,850.

### INCENTIVE INCREMENTS

1. For every approved educational credit beyond a Bachelor's Degree up to a total of thirty credits, a teacher will receive \$30.00 permanently added to his or her salary.
2. For every approved educational credit beyond a Master's Degree, up to a total of thirty credits, a teacher will receive \$30.00 permanently added to his or her salary.

NOTE: In order for the Board to budget properly, teachers must notify the Administrative Principal, in writing, prior to November 1 as to the number of course credits they plan to take.

# SCHEDULE B

## TEACHER SALARY PROPOSAL FOR 1974-75

Increments	Step	B.A.	B.A. Tenure	M.A.	M.A. Tenure
\$	1	8700.	\$	\$ 9700.	\$
400.	2	9100.		10,100.	
400.	3	9500.		10,500.	
400.	4	9900.	10,300.	10,900.	11,300.
400.	5	10,300.	10,700.	11,300.	11,700.
425.	6	10,725.	11,125.	11,725.	12,125.
425.	7	11,150.	11,550.	12,150.	12,550.
450.	8	11,600.	12,000.	12,600.	13,000.
450.	9	12,050.	12,450.	13,050.	13,450.
475.	10	12,525.	12,925.	13,525.	13,925.
525.	11	13,050.	13,450.	14,050.	14,450.
650.	12	13,700.	14,100.	14,700.	15,100.
800.	13	14,500.	14,900.	15,500.	15,900.
800.	14	15,300.	15,700.	16,300.	16,700.

### INCENTIVE INCREMENTS

1. For every approved educational credit beyond a Bachelor's Degree, up to a total of thirty credits, a teacher will receive \$30.00 permanently added to his or her salary.
2. For every approved educational credit beyond a Master's Degree, up to a total of thirty credits, a teacher will receive \$30.00 permanently added to his or her salary.

NOTE: In order for the Board to budget properly, teachers must notify the Administrative Principal, in writing, prior to November 1 as to the number of course credits they plan to take.

SCHEDULE C

EXTRA-CURRICULAR COMPENSATION

	<u>1973-74</u>	<u>1974-75</u>
Interscholastic Soccer	\$325.	\$375.
Interscholastic Basketball - Boys	525.	575.
Interscholastic Basketball - Girls	300.	325.
Intramural Sports - Boys (per session)	220.	250.
Intramural Sports - Girls (per session)	220.	250.
Cheerleader Advisor - Soccer	175.	200.
Cheerleader Advisor - Basketball	200.	250.
Safety Patrol Advisor	275.	325.
School Newspaper - Yearbook	225.	300.

# SCHEDULE D

BRIELLE ELEMENTARY SCHOOL  
Brielle, New Jersey.

## TENTATIVE SCHOOL CALENDAR 1973-74

			No. of School Days
1973			
<u>AUGUST</u>			
Friday	31	Orientation Day - New Teachers	
<u>SEPTEMBER</u>			
Monday	3	Labor Day - Legal Holiday	
Tuesday	4	General Faculty Meeting	
Wednesday	5	School Opens	18
<u>OCTOBER</u>		(Columbus Day holiday is included in spring recess)	
Monday	22	Veterans' Day - Legal Holiday	22
<u>NOVEMBER</u>			
Thursday	15	N.J.E.A. Convention - School Closed	
Friday	16	N.J.E.A. Convention - School Closed	
Wednesday	21	Thanksgiving Recess - School Closes at 12:30 P.M.	
Thursday	22	Thanksgiving Day - Legal Holiday	
Friday	23	Thanksgiving Recess - School Closed (instead of election day)	18
<u>DECEMBER</u>			
Friday	21	Christmas Recess - School Closes at 12:30 P.M.	15
1974			
<u>JANUARY</u>			
Wednesday	2	School Reopens	22
<u>FEBRUARY</u>		Lincoln's Birthday holiday is included in spring vacation	
Monday	18	Washington's Birthday - School Closed	19
<u>MARCH</u>			
<u>APRIL</u>			
Thursday	11	Spring Recess - School Closes at 12:30 P.M.	
Monday	22	School Reopens	16
<u>MAY</u>			
Monday	27	Memorial Day - Legal Holiday	22
<u>JUNE</u>			
Wednesday	12	School Closes at 12:30 P.M.	
Thursday	13	School Closes at 12:30 P.M.	
Friday	14	Record Closing for Teachers and Last Day of School for Teachers	9
			School in Session 182
			Assigned Days for Teachers 3
			185

Manasquan High School Graduation - June 11 (Tuesday)  
Brielle Elementary School Graduation - June 12 (Wednesday)

Note: If it is necessary to close school for emergencies in excess of two days, school will be in session on Friday, June 14, 1974. If further days are needed, the spring vacation will be shortened as long as is necessary to meet the minimum school days required by law, beginning with April 19, 1974 and working back.